



Plattsburgh, New York

Randal J. Stone
Fire Chief

Plattsburgh Fire Department
65 Cornelia Street
Plattsburgh, NY 12901
Tel: 518-561-5965
Fax: 518-561-8236
stoner@cityofplattsburgh-ny.gov

MEMO

TO: Mayor James Calnon
Members of the Common Council

FROM: Fire Chief, Randal Stone

DATE: July 9, 2015

RE: Fire and Ambulance Responses

For this two week period: Thursday, June 25, 2015 to Wednesday, July 8, 2015
our Department has responded to the following:

Fire Calls

42

- 1 swift water rescue
- 10 system activations
- 9 EMS assists
- 14 MVA
- 2 hazardous conditions
- 1 dispatched cancelled enroute
- 1 passenger vehicle fire
- 1 arcing
- 1 smoke odor
- 1 citizen complaint
- 1 outside brush burn

Ambulance Calls

114

Mutual Aid by CVPH

13

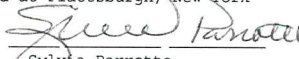
CITY OF PLATTSBURGH, NEW YORK
OFFICE OF THE CITY CLERK

Following is a complete statement of all monies received during the month of:

"JUN15

REVENUE SOURCE	CITY REVENUE	DUE OTHERS	TOTAL
Bingo Licenses (City) 25-2540	0.00		0.00
Bingo Licenses (State) 1-0632	0.00		0.00
Bingo License Fees 3% 25-2540	231.84		231.84
Building Permits 25-2555	7067.24		7067.24
Circus License 25-2502	120.00		120.00
City Code 12-1255	0.00		0.00
Code Civil Compromise 26-2614	0.00		0.00
Contractor Fees 25-2557	450.00		450.00
Dog Licenses 25-2542	317.50		317.50
State Neuter/Spay surcharge		45.00	45.00
Extract of Records 12-1255	133.00		133.00
Game of Chance Lic. (City) 25-2541	0.00		0.00
Game of Chance Lic. (State) 1-0632	0.00		0.00
Gas Permits 15-1540	0.00		0.00
Going Out of Business Lic 25-2509	0.00		0.00
Hauler's Licenses 25-2505	0.00		0.00
Housing Code 21-2110	0.00		0.00
Impound Fees 15-1550	50.00		50.00
Interest Temp 1124-2401	4.56		4.56
Jeweler's Licenses 25-2503	0.00		0.00
Marriage Licenses 25-2545	682.50	877.50	1560.00
Notary Fees 12-1255	0.00		0.00
Peddler/Vendor Licenses 25-2503	350.00		350.00
Returned Check Charges 12-1255	0.00		0.00
Sign Permits 25-2590	25.00		25.00
Specifications T-30		0.00	0.00
Special Use Permits 21-2110	0.00		0.00
Subdivision Fee 21-2110	25.00		25.00
Subdivision Ordinance 12-1255	0.00		0.00
Taxi Operator's Licenses 25-2507	50.00		50.00
Taxi Vehicle Licenses 25-2504	0.00		0.00
Tree/Stump Removal License 25-2508	0.00		0.00
Vital Statistics 16-1603	4928.00		4928.00
Zoning Ordinances 21-2110	0.00		0.00
Zoning Variances 21-2110	700.00		700.00
			0.00
OTHER REVENUE			
Riverwalk			
1127-2753	210.00		210.00
Auditorium			
1127-2752	0.00		0.00
Centennial Plaques			
1127-2705	0.00		0.00
Lake Champlain Memorial			
1127-	0.00		0.00
RECOVERED FUNDS			
Telephone			
1-1410000-4414	0.00		0.00
Postage			
1-1410000-4470	20.53		20.53
Print & Copy			
1-1410000-4431	0.00		0.00
DISBURSEMENTS:	\$15,365.17	\$922.50	\$16,287.67
N.Y.S. Dept of Health \$877.50	Check No 1364		
N.Y.S. Dept of Ag & Mkts \$45.00	Check No 1365		
Total Paid Others:		\$922.50	
ADJUSTMENT: None			\$0.00
Chamberlain (Spec. Deposits) \$0.00	Check No		
Chamberlain (Net Revenues) \$15,365.17	Check No 1366		
	Amount Due City Chamberlain:		\$15,365.17
			\$16,287.67

Dated at Plattsburgh, New York


Sylvia Parrotte, 07-Jul-15
City Clerk



Plattsburgh, New York

Richard A. Marks
City Chamberlain

Department of Finance
6 Miller Street
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

DATE: June 24, 2015
MEMO TO: Mayor Calnon
FROM: Richard Marks
RE: Police Department – Budget Adjustment

It is being requested to adjust amounts for the 2015 Budget as follows:

Increase: Estimated Revenue: General Fund Ins. Recovery 0-0001127-2680 \$814.29

Increase: Appropriation: Police Repairs Motor Vehicles 1-3120000-4452 \$814.29

This request provides for an increase in the 2015 Police budget to cover a portion of the unbudgeted appropriations for vehicle damage repair costs from a single vehicle collision. The corresponding offset for this adjustment will be an increase in estimated revenue for the covered damage after the \$1,000 comprehensive deductible is applied. The 2015 General Fund Budget for total revenues and appropriations will increase by the same amount requiring no additional appropriation of fund balance.

Thank you for your attention to this request.

Cc: Heather Silver
Carole Garcia



Plattsburgh, New York

Richard A. Marks
City Chamberlain

Department of Finance
6 Miller Street
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

At a regular meeting of the Common Council of the City of Plattsburgh, New York, held July 9th, 2015, the following resolution was adopted:

By Councilor _____ ; Seconded by Councilor _____

WHEREAS, the following resolution was adopted on July 9th, 2015, and

WHEREAS, the Capital Expenditure Plan adopted December 23rd, 2014, includes a Sanitary Sewer category, and

WHEREAS, the Department of Public Works is requesting to establish a 2015 Sanitary Sewer Camera Replacement project for an item not included in the Sanitary Sewer category of the Capital Expenditure Plan adopted December 23rd, 2014, and

WHEREAS, the cost of the 2015 Sanitary Sewer Camera Replacement project has been estimated by the Department of Public Works for the cost to fund the equipment purchase during 2015, as follows:

	2015 Capital Plan	2015 Estimated Cost
Sanitary Sewer Camera Replacement	\$ -	\$ 250,000
Total	\$ -	\$ 250,000

Project Funding:

Sewer Capital Reserve	\$ -	\$ 250,000
Total	\$ -	\$ 250,000

Now therefore,

BE IT RESOLVED, by the Common Council of the City of Plattsburgh, New York, this 9th day of July 2015, as follows:

- 1) That, the amount of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars is hereby appropriated for the capital project **2015 Sanitary Sewer Camera Replacement (H8130.62)** for the cost of the equipment listed above and is hereby authorized to be expended for such purpose.
- 2) That, the amount of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars of such appropriation be provided by the Sewer Capital Reserve.
- 3) That, this resolution takes effect immediately.

On Roll Call,

CERTIFIED A TRUE COPY

CITY CLERK



Plattsburgh, New York

Richard A. Marks
City Chamberlain

Department of Finance
6 Miller Street
Plattsburgh, NY 12901
518-563-7704 TEL
518-563-1714 FAX

At a regular meeting of the Common Council of the City of Plattsburgh, New York, held July 9th, 2015, the following resolution was adopted:

By Councilor ; Seconded by Councilor

WHEREAS, the following resolution was adopted on July 9th, 2015, and

WHEREAS, the Capital Expenditure Plan adopted December 23rd, 2014, includes a Water Distribution System category, and

WHEREAS, the Engineering Department is establishing a 2015 Water System Equipment project for the items included in the Water Distribution System category of the Capital Expenditure Plan adopted December 23rd, 2014, and

WHEREAS, the cost of the 2015 Water System Equipment project has been estimated by the Engineering Department for the cost to fund the equipment items purchase and installation during 2015, as follows:

	2015 Capital Plan	2015 Estimated Cost
Hydrant Replacement Plan	24,000	24,000
Replace Laterals before paving	50,000	50,000
Water Meters for electronic reading system	<u>\$ 150,000</u>	<u>\$ 150,000</u>
Total	<u>\$ 224,000</u>	<u>\$ 224,000</u>

Project Funding:

Water Operations Revenue	<u>\$ 224,000</u>	<u>\$ 224,000</u>
Total	<u>\$ 224,000</u>	<u>\$ 224,000</u>

Now therefore,

BE IT RESOLVED, by the Common Council of the City of Plattsburgh, New York, this 9th day of July 2015, as follows:

- 1) That, the amount of Two Hundred Twenty-four Thousand and 00/100 (\$224,000.00) Dollars is hereby appropriated for the capital project **2015 Water System Equipment (H8320.76)** for the cost of the equipment listed above and is hereby authorized to be expended for such purpose.
- 2) That, the amount of Two Hundred Twenty-four Thousand and 00/100 (\$224,000.00) Dollars of such appropriation be provided by Water Operations Revenue.
- 3) That, this resolution takes effect immediately.

On Roll Call,

CERTIFIED A TRUE COPY

CITY CLERK



Plattsburgh, New York

Kevin R. Farrington, P.E.
City Engineer

Engineering & Planning Dept.
41 City Hall Place
Plattsburgh, New York 12901
518-563-7730
Fax: 518-563-3645

MEMORANDUM

TO: Richard Marks, City Chamberlain

FROM: Kevin Farrington, City Engineer *KRF*

Date: June 9, 2015

REF: Request for Establishment of Capital Project

8320.76

It is requested that a capital budget be established and funds appropriated for the following:

8. WATER DISTRIBUTION SYSTEM	2015 Estimated Cost	
Replace Laterals Before Paving	\$ 50,000	Water Bonds
Water Meter Reading System	\$150,000	Water Bonds
Hydrant Replacement Plan	<u>\$ 24,000</u>	Water Bonds
TOTAL	\$224,000	

Funding: Water Bonds \$224,000

Carlin, Beth

From: Peters, Steve <peterss@cityofplattsburgh-ny.gov>
Sent: Friday, July 03, 2015 10:28 AM
To: Carlin, Beth
Subject: Agenda Item

Beth-
With the Mayor's approval:

Request from Behavior Health Services North to hold a Client Talent Show in the Community Room at the City Recreation Center on July 24 from 12pm-4pm

Steve Peters

Superintendent of Recreation | City of Plattsburgh, Plattsburgh, NY 12901 | p: 518.324.7709

Statement of Confidentiality

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MUNICIPAL LIGHTING DEPARTMENT
(A Municipally Owned and Operated Power System)

Plattsburgh, New York

William J. Treacy, P.E.
Manager

6 Miller Street
Plattsburgh, New York 12901
518-563-2200
Fax: 518-563-6690

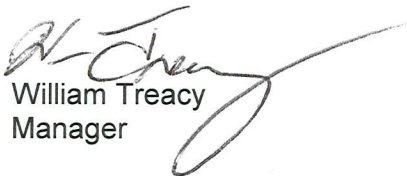
July 6, 2015

To: Mayor James Calnon

Subject: MISCELLANEOUS SUBSTATION CONTROL MODIFICATIONS
PMLD Bid Number: 2015-6-1 Bid Review and Award Recommendation

The Management of the Plattsburgh Municipal Lighting Department have reviewed and evaluated the two bids received on June 19, 2015, for the above subject contract. We recommend award to **HMT, INC., Cicero, NY** in the total amount of **\$ 77,200.00**. If you have any questions, please contact me. Thank you for your attention to this matter.

Respectfully Submitted,


William Treacy
Manager

Enclosure: (1)

CC: City Clerk
Councilor Mike Kelly, PMLD Liaison
Kelly Clookey, MLD Finance Director
Bid 2015 -6-1 File



ELECTRIC POWER ENGINEERING

35 MAIN STREET, HOPKINTON, MA 01748 TEL: (508) 435-0200 FAX: (508) 435-4491

Project 9122-39

June 25, 2015

Mr. William Treacy, Manager
Plattsburgh Municipal Lighting Department
6 Miller Street, Suite 1
Plattsburgh, NY 12901

Dear Bill:

SUBJECT: Miscellaneous Substation Control Modifications - Bid No. 2015-6-1
Bid Review and Award Recommendation

Sealed bids for the above contract were opened on Friday, June 19, 2015 at 1:00 pm at the Plattsburgh City Clerk's office. This bid is for miscellaneous control modifications and relay setting changes at several PMLD substations. The bid was publically advertised and bid requests were sent directly to three qualified firms, all three of which attended the prebid meeting. Two bids were received.

HMT, Inc. - \$77,200.00 – HMT submitted a valid bid, including all required bid forms. They provided a description of their qualifications and a list of reference projects. Both PLM and PMLD have extensive experience with HMT on similar substation work. We feel that HMT is very well qualified to perform the requirements of this project.

Northline Utilities, LLC - \$99,300.00 – Northline submitted a valid bid, including all required bid forms. They provided a description of their qualifications and a list of reference projects. Northline is proposing to utilize Eaton for the electrical testing and relay programing portions of the project. Both PLM and PMLD have extensive experience with Northline on similar substation work. PLM has limited experience with Eaton on similar projects. We feel that the team of Northline and Eaton is qualified to perform the requirements of this project.

Based on the discussion above, we recommend award of the Bid for Miscellaneous Substation Control Modifications - Bid No. 2015-6-1 to **HMT, Inc.** in the amount of **\$77,200.00**. HMT is the lowest responsive and responsible bidder

If you have any questions or comments concerning this correspondence, please do not hesitate to contact me.

Sincerely,

Michael C. Barrett

Michael C. Barrett
Principal Engineer

CC: Joel Chase, PMLD



AUTHORIZING RESOLUTION

I, Sylvia Parrotte, the duly elected and qualified secretary city clerk of the City of Plattsburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Plattsburgh City Council held on July 9, 2015 and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

AUTHORIZING RESOLUTION

WHEREAS:

The City of Plattsburgh is committed to securing funding to further the priority projects identified by the City of Plattsburgh's Waterfront Visioning Project Advisory Committee.

WHEREAS:

Durkee and Dock Street have been identified as catalytic projects through the Visioning process and an assessment of parking, housing and retail needs is needed to further development projects.

WHEREAS:

Funds are available to support feasibility study through the 2015 New York State Consolidated Funding Application through the Empire State Development Fund and the Local Waterfront Revitalization Funds to support such activities;

WHEREAS:

The City of Plattsburgh is aware of the match required by these funding sources and agrees to provide the funding and the oversight to execute the grant according to the timeline outlined in the application;

WHEREAS:

The City is committed to creating a cross sector committee to advance the findings from the Feasibility Study and to make the investment from New York State worthwhile and sustainable;

RESOLVED:

City of Plattsburgh Director of Community Development is hereby authorized and directed to apply for funds through from Empire State Development and Department of State's 2015 Consolidated Fund Application for the **City of Plattsburgh Downtown Revitalization Feasibility Study**.

[(Signature of Secretary)]

OR

[(Signature of Clerk)]

[Seal of Organization]

OR

[Seal of Municipality]



AUTHORIZING RESOLUTION

I, Sylvia Parrotte, the duly elected and qualified secretary city clerk of the City of Plattsburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Plattsburgh City Council held on July 9, 2015 and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

AUTHORIZING RESOLUTION

WHEREAS:

The City of Plattsburgh is committed to securing funding to enhance and support local businesses;

WHEREAS:

The North Country CoOP has been a successful, philanthropic downtown business for 41 years and fulfills a core community need in our City;

WHEREAS:

The North Country CoOP and the City of Plattsburgh have collaborated on successful loan and grant programs in the past that have helped further the growth of both the CoOp and downtown Plattsburgh;

WHEREAS:

North Country CoOP seeks to improve its façade, flooring and lighting in order to continue to stay a competitive business and provide city residents with a quality shopping experience as well as maintain a core downtown building;

WHEREAS:

Funds are available through the 2015 New York State Consolidated Funding Application through the NYS Office for Community Renewal's Main Street Anchor program to support such activities;

WHEREAS:

The City of Plattsburgh is aware of its role as the grant administrator for the NY Main Street program and understands, and is committed to providing the oversight to execute the grant according to the timeline outlined in the application;

RESOLVED:

City of Plattsburgh Director of Community Development is hereby authorized and directed to apply for, a grant from NYS Office for Community Renewal for NY Main Street Anchor Program for financial assistance for the City of Plattsburgh.



AUTHORIZING RESOLUTION

I, Sylvia Parrotte, the duly elected and qualified secretary city clerk of the City of Plattsburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Plattsburgh City Council held on July 9, 2015 and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

AUTHORIZING RESOLUTION

WHEREAS:

The City of Plattsburgh is committed to maintaining the city's infrastructure and supporting the development of the Saranac River Trail;

WHEREAS:

The Saranac Street Bridge requires replacement in order for it to be utilized by pedestrians and bicyclers;

WHEREAS:

Funds are available to support feasibility study through the 2015 New York State Consolidated Funding Application through the New York State Parks, Recreation and Historic Preservation, Empire State Development Fund and the Department of State's Local Waterfront Revitalization Funds to support such activities;

WHEREAS:

The City of Plattsburgh is aware of the match required by these funding sources and agrees to provide the funding and the oversight to execute the grant according to the timeline outlined in the application;

RESOLVED:

City of Plattsburgh's City Engineer, Kevin Farrington, is hereby authorized and directed to apply for funds through the Department of State, Empire State Development and New York State Parks, Recreation and Historic Preservation's 2015 Consolidated Funding Application for the **Saranac Street Bridge Project**.

[(Signature of Secretary)]

OR

[Signature of Clerk]

[Seal of Organization]

OR

[Seal of Municipality]



AUTHORIZING RESOLUTION

I, Sylvia Parrotte, the duly elected and qualified secretary city clerk of the City of Plattsburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Plattsburgh City Council held on July 9, 2015 and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

AUTHORIZING RESOLUTION

WHEREAS:

The City of Plattsburgh is committed to securing funding to explore both a city based and regional recreation center;

WHEREAS:

Funds are available to support feasibility study through the 2015 New York State Consolidated Funding Application through the Empire State Development Fund and the Local Waterfront Revitalization Funds to support such activities;

WHEREAS:

The City of Plattsburgh is aware of the match required by these funding sources and agrees to provide the funding and the oversight to execute the grant according to the timeline outlined in the application;

WHEREAS:

The City is committed to creating a cross sector committee to advance the findings from the Feasibility Study and to make the investment from New York State worthwhile and sustainable;

RESOLVED:

City Superintendent of Recreation, Steve Peters, is hereby authorized and directed to apply for funds through Empire State Development and the Department of State's 2015 Consolidated Funding Application for **City of Plattsburgh Sports and Activity Complex Feasibility Study**.

[(Signature of Secretary]

OR

[Signature of Clerk]

[Seal of Organization]

OR

[Seal of Municipality]



AUTHORIZING RESOLUTION

I, Sylvia Parrotte, the duly elected and qualified secretary city clerk of the City of Plattsburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Plattsburgh City Council held on July 9, 2015 and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

AUTHORIZING RESOLUTION

WHEREAS:

The City of Plattsburgh is committed to supporting Champlain Valley Transportation Museum's, the Strand Center for the Arts and Clinton Community College's efforts to promote Science, Technology Engineering, Arts and Math (STEAM) through the programs offered by the North Country STEAM Center;

WHEREAS:

Champlain Valley Transportation Museum is housed on City owned leased property and we support any effort to improve and expand these buildings;

WHEREAS:

The City is committed to improving the quality of life and education of all of our residents and the North Country STEAM Center will do this for not only City residents but for teachers, children, and their families across the region;

WHEREAS:

The City of Plattsburgh supports collaboration and appreciates Clinton Community College taking the lead on this grant;

RESOLVED:

Plattsburgh Common Council supports the North Country STEAM Center proposal.



Plattsburgh Police Department
45 Pine Street

Plattsburgh, New York

518-563-3411
518-566-9000 (FAX)

DESMOND J. RACICOT
Chief of Police

June 18, 2015

Mayor James E. Calnon
And members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Ladies and Gentlemen:

I respectfully request your approval for a Police Department Employee to travel to New Windsor, NY for "Recertification Taser Instructor Training Course", from 09/30/15 to 10/01/15. This is needed to maintain Instructor Certification to maintain the ability to train other officers. The total cost should not exceed \$475.75, and will be expensed out of the Asset Forfeiture fund. OT costs have been avoided by rearranging the officers' current schedule. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Desmond J. Racicot
Plattsburgh Police Department

DJR/hls



Plattsburgh Police Department

45 Pine Street

Plattsburgh, New York

518-563-3411

518-566-9000 (FAX)

DESMOND J. RACICOT
Chief of Police

July 7, 2015

Mayor James E. Calnon
And members of the Common Council
41 City Hall Place
Plattsburgh, NY 12901

Ladies and Gentlemen:

I respectfully request your approval for two Police Department Employee's to travel to Saratoga, NY for "2015 NYS Chiefs of Police Annual Training Conference", from 07/12/15 to 07/16/15. The total cost should not exceed \$2,154.00, and will be expensed out of the Asset Forfeiture fund. Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Desmond J. Racicot
Plattsburgh Police Department

DJR/hls



Contact Information

Organization **City of Plattsburgh**URL **www.cityofplattsburgh.com**Street Address **41 city Hall Place**

Address 2

City **Plattsburgh**State **NY**Postal
Code **12901**

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal
Code

Tax ID #

Sales Tax
Exempt #Billing Terms **Annual**Account
Rep **Jenny Martin**

Info Required on Invoice (PO or Job #)

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



CivicPlus Advantage Contract Terms and Conditions

CivicPlus Advantage Invoicing & Payment Terms

The following agreement terms apply to the CivicPlus Advantage Plan – whereby the initial project development fees and recurring fees are paid equally over a three (3) year period. See Exhibit A for complete details and fee options.

1. Billing for the CivicPlus Advantage Plan begins upon contract signing.
2. The CivicPlus Advantage Plan provides a fixed fee for an Agreement term of 36 months from the first date of billing. At 36 months, Client has the following options:
 - a. Contract for 12 months of standard Annual Services with CivicPlus. Base rate of \$6,629 is subject to a technology investment and benefit fee of 5 percent (%) of the total Annual Services costs.
 - i. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign, details noted in Exhibit B. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
 - b. Terminate services with CivicPlus by providing written notice as noted in Term 5.
3. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
4. Client allows CivicPlus to display a “Government Websites by CivicPlus” insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.

Agreement Renewal

5. Either party may terminate this Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date. The Contract Renewal Date is thirty-six (36) months after the original contract was signed by the Client. Renewal Options are listed in Term 2 of this Agreement.
6. In the event of early termination of the Agreement by the Client within the first twelve (12) months of the Agreement, full payment of the remainder of the total First Year fees are due within 15 days of termination.
7. In the event of early termination of the Agreement by the Client after twelve (12) months, but before the expiration of the Agreement, Annual Services fees for year(s) two (2) and three (3) will be prorated and Client will be charged only for the time it remains as a Client of CivicPlus. Full payment of the remainder of the total First Year fees and prorated fees are due within 15 days of termination.
8. This contract may be extended to any municipality in the State of New York to purchase at contract prices in accordance with the terms stated herein.

Ownership & Content Responsibility

9. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
10. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

Intellectual Property

11. Intellectual Property of the CivicPlus Government Content Management System (GCMS®) will remain the property of CivicPlus.
12. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS®



Service & License Agreement for **Plattsburgh, NY**

software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

13. Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

Liabilities

14. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
15. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
16. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

Date

CivicPlus

Date

Sign and E-mail or Fax this Copy

Attn: Contract Manager

E-mail: salespecialists@CivicPlus.com

Fax: 785-587-8951

And – Mail Two (2) Signed Originals

CivicPlus Contract Manager

302 S. 4th Street, Suite 500

Manhattan, KS 66502

We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

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Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from July 2, 2015.

Project Development and Deployment	
<i>Initial GCMS® upgrades, maintenance, support and hosting – no additional cost</i>	\$39,701
<i>Server Storage not to exceed 15 GB</i>	
Total First Year Fee	\$39,701
Total Second Year Fee	\$6,629
Total Third Year Fee	\$6,629

At the request of the city, CivicPlus agrees to redistribute their standardized pricing as follows:

CivicPlus Advantage Project Development & Annual Services	
Year One	\$17,653
Year Two	\$17,653
Year Three (Client may terminate contract at the end of 36 months or select from options available in Term 5 of the Terms & Conditions)	\$17,653

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Exhibit A.1 Project Development Scope of Work

Kick-Off <u>Deliverable:</u> Project Timeline, training jump start information, online forms, kick-off meeting	
CivicPlus will: <ul style="list-style-type: none"> • assign a project manager to this project • conduct a Project Kick-off to review awarded contract • establish communication plan for the duration of the project effort • work with the City to identify all key internal and external project stakeholders • develop project timeline • provide access to CivicPlus University (online training manuals, videos and other resources) for the City staff 	City of Plattsburgh will: <ul style="list-style-type: none"> • complete the following prior to Phase 1: Functionality and Design Form, Web Team Form and Content Form, Roles and Responsibilities Form and DNS Form • review and approve of project timeline within 5 business days • attend a kick-off meeting with key stakeholders or decision makers • if modifications are required after the review of the initial project timeline, the City has 10 business days to address the modifications and come to a consensus • approve the project timeline (limited to two reviews) prior to proceeding with the project • update the current primary live website content and delete any pages from the website that are no longer wanted or needed
Phase 1: Website Optimization <u>Deliverable:</u> Website Optimization Meeting	
CivicPlus will: <ul style="list-style-type: none"> • communicate status to the City, key stakeholders and personnel via emails or phone calls as needed • review the goals and expectations submitted on the forms the City completed to ensure the City's needs are clearly understood • gather preliminary design data for use 	City of Plattsburgh will provide: <ul style="list-style-type: none"> • statistics from the current website from the past 12 months (optional) • pictures to be used in the overall design of the new website • a list of all divisions and/or departments within the organization • a list of third-party and in-house developed applications presently being utilized on the current website • a site map or outline of the current website's navigational structure if possible • a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements
Phase 2: Website Layout <u>Deliverable:</u> Website grayscale layout and mood board color pallet presentation	
CivicPlus will: <ul style="list-style-type: none"> • present one custom layout in grayscale form and one mood board color palette based on the goals determined in the previous phase. The presented layout will show the placement of the navigation, graphic button and feature areas. The mood board will reflect the color and imagery that will represent the tone of the design • begin development of the website design upon layout and mood board approval 	City of Plattsburgh will: <ul style="list-style-type: none"> • approve one layout and the mood board • review marketing packet material and guidelines • Website Layout billing milestone complete



Phase 3: Website Reveal <u>Deliverable:</u> Website design and production website.	
CivicPlus will: <ul style="list-style-type: none"> • present a fully functional website on a production URL • migrate 100 content pages from www.cityofplattsburgh.com to the production URL • conduct a quality review of the website to ensure the functionality and usability standards are met • work with the City to adjust design and content changes • work with the City to prepare for training • migrate current plus the past three years Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format 	City of Plattsburgh will: <ul style="list-style-type: none"> • evaluate the website design and content and provide CivicPlus with feedback • collaborate with CivicPlus on proposed changes • revise the design according to the approved timeline • if revised design changes are requested after the design approval timeline date, the project's Go Live date will be adjusted out (training and billing milestones will remain as per approved timeline) • provide CivicPlus will all the necessary DNS items identified for the website
Phase 4: 3 Days of Customized On-Site Implementation Training for up to 12 employees <i>Quote includes travel expenses (\$80 per person per day for the 13th attendee and beyond)</i> <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	
CivicPlus will: <ul style="list-style-type: none"> • provided training to the City before the website goes live • train up to 12 City staff members based on internal daily tasks and workflow • train staff members on how to use the GCMS®, update content pages and modules • 	City of Plattsburgh will: <ul style="list-style-type: none"> • provide a location for training in the City with internet access • provide computers for staff to be trained on • Phase 4: Training billing milestone complete
Phase 5: Go Live <u>Deliverable:</u> Custom website launched to the public.	
CivicPlus will: <ul style="list-style-type: none"> • address system issues and bugs that the City finds • redirect the domain name to the newly developed website as per approved timeline 	City of Plattsburgh will: <ul style="list-style-type: none"> • test and update the final site as per approved timeline • notify CivicPlus on any system issues or bugs found in the website
Project Enhancements: Department Header THEME Package – includes up to 25 pages of content migration (<i>No annual fee in the first year; annual fees starts in second year</i>) Phase 1: Content Consultation Three days on-site, up to six departments per day. <i>Quote includes travel expenses.</i> A consultation package concentrating on evaluating current website content and making recommendations for improved content development, presentation and maintenance. <u>Deliverable:</u> A comprehensive report on evaluation of current content (placement, length, style and effectiveness), recommendations for improvement or creation of new content, a follow-up report reviewing the results of implemented suggestions. CivicSend – <u>Key features include:</u> unlimited subscribers, unlimited email messages, unlimited lists; visually rich, mobile responsive templates; centralized, single point-of-access via GCMS integration; access to multiple communication channels, including: email, SMS/text, Facebook and Twitter; robust tracking analytics; multiple list selection; content auto-posts to your website	



Project Development and Deployment Includes the Following:

Modules	Functionality
<ul style="list-style-type: none">• Agenda Center• Alerts Center & Emergency Alert Notification• Archive Center• Bid Postings• Blog• Business/Resource Directory• Calendar• Citizen Request Tracker™ (5 users)• Community Connection• Community Voice™• Document Center• ePayment Center• Facilities & Reservations• Frequently Asked Questions• Forms Center• Intranet• Job Postings• My Dashboard• News Flash• Notify Me® email and 500 SMS subscribers• Photo Gallery• Quick Links• Real Estate Locator• Spotlight• Staff Directory	<ul style="list-style-type: none">• Action Items Queue• Audit Trail / History Log• Automated PDF Converter• Automatic Content Archiving• Dynamic Breadcrumbs• Dynamic Sitemap• Expiring Items Library• Graphic Link Administration• Links Redirect• Menu Management• Mouse-over Menu Structure• Online Editor for Editing and Page Creation (WYSIWYG)• Online Web Statistics• Printer Friendly/Email Page• RSS• Site Layout Options• Site Search & Entry Log• Slideshow• Social Media Integration (Facebook, Share and Twitter)• User & Group Administration Rights• Web Page Upload Utility• Website Administrative Log



Exhibit B – Basic Redesign of Website

**CivicPlus Project Development Services & Scope of Services for
CP Basic Redesign**

- New design for all items originally contracted for (main site, department headers and subsites)
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, menu structure, and application of new site styles. Note: Content will not be formatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct



Exhibit C - Premium Included Hosting

Data Center	<ul style="list-style-type: none">• Highly Reliable Data Center• Managed Network Infrastructure• On-Site Power Backup & Generators• Multiple telecom/network providers• Fully redundant Network• Highly Secure Facility• 24/7/365 System Monitoring
Hosting	<ul style="list-style-type: none">• Automated GCMS® Software Updates• Server Management & Monitoring• Multi-tiered Software Architecture• Server software updates & security patches• Database server updates & security patches• Antivirus management & updates• Server-class hardware from nationally recognized provider• Redundant firewall solutions• High performance SAN with N+2 reliability
Bandwidth	<ul style="list-style-type: none">• Multiple network providers in place• Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)• 22 Gb/s burst bandwidth
Disaster Recovery	<ul style="list-style-type: none">• Emergency After-hours support, live agent (24/7)• On-line status monitor at data center• Event notification emails• Guaranteed recovery TIME objective (RTO) of 8 hours• Guaranteed recovery POINT objective (RPO) of 24 hours• Pre-emptive monitoring for disaster situations• Multiple data centers• Geographically diverse data centers
DDoS Mitigation	<ul style="list-style-type: none">• Defined DDoS Attack Process<ul style="list-style-type: none">• Identify attack source• Identify type of attack• Monitor attack for threshold engagement

Exhibit D - Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus GCMS®
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License



Exhibit E - CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.7%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Monthly Uptime Percentage

Less than 99.7%

Service Credit Percentage

1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.



Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to make insure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective	Service Credit Percentage
8 Hours	10% of one month's fee
Recovery Point Objective	Service Credit Percentage
24 Hours	10% of one month's fee